

# EXHIBIT 1

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COURSES REVIEWS FAQ BLOG

## Terms and Conditions of Use for KD Creatives, Inc. DBA Big Little Feelings

Last Updated on May 18, 2021.

Welcome to Big Little Feelings! Please read these Terms and Conditions of Use ("Terms") carefully. They are legally binding and apply to your use of the KD Creatives, Inc. DBA Big Little Feelings ("Big Little Feelings," "we," "us," or "our") website at [www.biglittlefeelings.com](http://www.biglittlefeelings.com) (the "Site"), Big Little Feelings-controlled social media pages (including Facebook, Instagram, and Twitter), and the related services and products offered by Big Little Feelings through the Site. To make these Terms easier to read, the Site, the related services offered through the Site, along with the Big Little Feelings-controlled social media pages are collectively called the "Services." It is your responsibility to read these Terms carefully prior to use of or access to any of our Services or purchase of any of our products.

### Introduction

These Terms and Conditions of Use set forth the legally binding terms for your use of the Services and purchase of our products, including online courses (the "Products"). By using the Services and/or purchasing a Product, you agree to be bound by the Terms <https://biglittlefeelings.com/terms/> and our Privacy Policy <https://biglittlefeelings.com/privacy-policy/> (together, the "Agreement"). Also, you must indicate your acceptance of the Terms and Privacy Policy when you create a Big Little Feelings account and/or purchase a Product from us. THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. PLEASE NOTE THAT THE TERMS INCLUDES AN ARBITRATION AGREEMENT. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT CLAUSE, YOU AND BIG LITTLE FEELINGS AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS ARBITRATION.

Big Little Feelings may, in its sole discretion, modify or revise the Terms at any time, and you agree to be bound by such modifications or revisions. Although we may attempt to notify you when major changes are made to the Terms, you should periodically review the most up-to-date version, which will always be posted at <https://biglittlefeelings.com/terms/>. Your continued use of the Services constitutes your acceptance of such changes.

### Eligibility

To accept the Terms, you affirm that you are either at least 18 years of age, an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into and comply with the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms. The Services are not intended to be used by anyone under sixteen years of age. Minors between the ages of 16 and 18 who have not been emancipated may only use the Services with the involvement and consent of a parent or guardian.

### Account Creation and Product Purchases

#### Account

If you access certain features of the Services, including if you purchase Products, you may have the option to create a Big Little Feelings account ("Account"). When creating your Account, you must provide and maintain accurate and complete information and you will be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password and keeping your password secure. You agree not to use the account, username, or password of another Big Little Feelings account holder at any time or to disclose your password to any third party. You may never create an Account using a false identity or information, on behalf of someone other than yourself, or use another person's account without permission. Big Little Feelings may refuse to open an Account for any reason, in Big Little Feelings' sole discretion.

You agree to notify Big Little Feelings immediately if you suspect any unauthorized use of your Account, access to your password, or any other breach of security. You are solely responsible for any and all use of your Account. Big Little Feelings will not be liable for your losses caused by any unauthorized use of your Account. We reserve the right to suspend, deactivate, or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false, misleading, or violates our Terms. We welcome you to contact us at [hello@biglittlefeelings.com](mailto:hello@biglittlefeelings.com) if you believe someone is violating these Terms.

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These Terms shall remain in full force and effect while you use the Services, have an Account and even after your Account is terminated. You may terminate your Account at any time, for any reason, by emailing [hello@biglittlefeelings.com](mailto:hello@biglittlefeelings.com).

Big Little Feelings may terminate your Account or your access to Services at any time, without warning and in Big Little Feelings' sole discretion, if you breach these Terms, or otherwise.

### **Online Store Terms**

#### **Orders**

You agree that your order is an offer to buy all products and services listed in your order. All orders placed through the Site are subject to Big Little Feelings' acceptance. This means that Big Little Feelings may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If your credit card has already been charged for an order that is later cancelled by Big Little Feelings, we will issue you a refund.

#### **Products**

Certain Products may be available exclusively online through the Site. These products or services may have limited quantities. We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer. All descriptions of Products are subject to change at any time without notice, at our sole discretion. We reserve the right at any time to modify or discontinue any of our Products, any part of the Services, or the Services as a whole without notice at any time. Any offer for any Product made on the Services is void where prohibited.

Certain Products may be subject to separate terms and conditions that accompany the applicable Product offering. You are responsible for ascertaining and obeying all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any Product purchased via the Site. By placing an order, you represent that Products ordered will be used only in a lawful manner.

#### **Prices and Payment Terms**

Prices posted on the Site may be different than prices offered by us or our business partners at other locations. All prices, discounts, and promotions posted on the Site are subject to change without notice. The price charged for a Product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges may be added to your merchandise total and itemized in your shopping cart and in your order confirmation email.

We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Services, in whole or in part.

We may offer from time to time promotions on the Services that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

Payments through our Services are hosted on Kajabi. They provide us with the online platform that allows us to sell our Products and services to you. We do not store any whole credit card numbers or payment information, and instead, these are processed through third party processors Stripe or Paypal. By utilizing these payment processors to purchase Products, you indemnify us and assume any and all risk or liability for the security of the payment details, and agree to be bound by the third party payment processor's applicable terms and conditions of use. Stripe's Privacy Policy can be found [here](#) and Paypal's Privacy Policy can be found [here](#).

#### **Refunds**

We take your investment seriously. If you are not satisfied with one of our Products, within 30 days of your purchase or initial payment of the Product, please contact us at [hello@biglittlefeelings.com](mailto:hello@biglittlefeelings.com), and we will refund your money, provided you have accessed all the Product materials, provided us with proof of completion, and have shared in writing or by phone why the Product was not a good fit for you.

#### **Chargebacks**

Before attempting a chargeback with your financial institution, we ask that you first request a refund by contacting us at [hello@biglittlefeelings.com](mailto:hello@biglittlefeelings.com). In the event you attempt a chargeback with your financial institution, you agree that you will forfeit any and all refunds from us for your original purchase. We reserve the right to present proof of your access and these Terms to the financial institution investigating the dispute.

#### **No Selling or Reselling**

## Intellectual Property Notice

### Rights and Restrictions

Big Little Feelings hereby grants you permission to access and use the Services as set forth in these Terms, provided that you agree not to distribute in any medium any part of the Services, without Big Little Feelings' prior written authorization, and you agree not to alter, modify, copy, or reverse engineer any part of the Services. Big Little Feelings reserves the right to discontinue any aspect of the Services at any time.

The content on the Services, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, and interactive features ("Content") and the trademarks, service marks, trade names, trade dress, and logos contained therein, including "Big Little Feelings," the product names, taglines, and the logo/s (together, the "Marks"), are owned by KD Creatives, Inc. and subject to copyright and other intellectual property rights under the law. Content on the Services is provided to you as is for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Big Little Feelings and any other respective owners. Big Little Feelings reserves all rights not expressly granted in and to the Services and the Content.

You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein. You also agree that the Marks may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Big Little Feelings. You agree not to circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content therein.

### Products Including Course Content

In addition to the Content offered through the Services, you may purchase Products, including the online courses ("Courses").

**Limited License.** Any and all materials, purchased or free, that you access through the Services, including without limitation any Courses, are under the sole ownership or licensed use of KD Creatives Inc.

When you purchase Products, including Courses, you receive a limited, non-transferable, non-exclusive, revocable license for non-commercial use only in order to access the content or materials in the Products for your personal use.

If you exceed the scope of this license or otherwise violate our intellectual property as described above, we reserve the right to terminate your account and prosecute to the fullest extent allowed by law in any jurisdiction allowed. You explicitly consent to personal jurisdiction in California by opting into or purchasing any Product or accessing the Services.

### For clarity, the license allows you to:

- Access the Product Content for your personal use
- Stream, download, and/or print Product Content for your personal use

### You may not:

- Resell or trade your access to the Product
- Share the Product with anyone else who has not independently purchased it
- Reprint, republish, record, reproduce, modify, or distribute any of the Product Content, in part or in whole

You further agree to not access or use for any commercial purposes any part of the Services, or any Product available or obtained through the Services, other than as expressly permitted by these Terms. You also may not use our Products for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to intellectual property laws).

### Request for Permission to Use Content

If you wish to request to use, publish, or access any of our Products, Content or related materials, you may email us at hello@biglittlefeelings.com. You may not publish or use for a commercial purpose any Content or Products without prior written consent.

### Your Materials and Contributions

You acknowledge and agree that any comments, photos, videos, questions, reviews, suggestions, ideas, feedback, materials, or any other content or information provided by you to Big Little Feelings through the Services or

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otherwise are non-confidential and shall remain the sole property of Big Little Feelings. Big Little Feelings shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of such information for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

### **Third-Party Intellectual Property Infringement**

If you believe that any material on or accessible via the Services infringes or misappropriates your intellectual property rights or those of a third-party, you may request removal of such material (or access thereto) by providing written notice to us at [hello@biglittlefeelings.com](mailto:hello@biglittlefeelings.com). If the intellectual property right subject of your written notice is a copyright owned by you, please include the following information:

- Your name, address, telephone number, and email address.
- A description of the copyrighted work that you claim has been infringed and, if available, a copy of the location where an authorized version of the work may be found (e.g., a URL).
- A description of where on the Services the material that you claim is infringing may be found or accessed, sufficient for us to locate the material (e.g., the URL).
- A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
- A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- Your electronic or physical signature.

### **Third Party Content and Services**

The Services may contain links to third-party websites and/or applications that are not owned or controlled by Big Little Feelings. Such third-party websites and/or applications are provided "AS IS" without indemnification, support, or warranty of any kind, and these Terms do not apply to your use of any such offered third-party websites and/or applications. We encourage you to be aware when you leave the Services and to read the terms and privacy policy of each other website and/or application that you visit. Upon leaving the Services, these Terms shall no longer govern. Big Little Feelings has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites and/or applications, including privacy and data gathering practices. In addition, Big Little Feelings will not and cannot censor or edit the content of any third-party website and/or application. By using the Services, you expressly relieve and release Big Little Feelings from any and all liability arising from your use of any third-party website and/or application.

### **Disclaimers and Limitations on Liability**

YOUR USE OF THE BIG LITTLE FEELINGS SERVICES, PRODUCTS, OR CONTENT IS AT YOUR OWN RISK. THE SERVICES, PRODUCTS, AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER BIG LITTLE FEELINGS NOR ANY PERSON OR ENTITY ASSOCIATED WITH BIG LITTLE FEELINGS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER BIG LITTLE FEELINGS NOR ANY PERSON OR ENTITY ASSOCIATED WITH BIG LITTLE FEELINGS REPRESENTS OR WARRANTS THAT THE SERVICES, PRODUCTS, OR CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER/S THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES, PRODUCTS, OR CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

BIG LITTLE FEELINGS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

IN NO EVENT WILL BIG LITTLE FEELINGS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE PRODUCTS OR SERVICES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THEM, OR ITEMS OBTAINED THROUGH THEM, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.



WE ARE NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR THE INFORMATION, PRODUCTS, OR MATERIALS THAT YOU REQUEST OR RECEIVE THROUGH OR IN RELATION TO THE SERVICES OR PRODUCTS. FURTHER, WE ARE NOT LIABLE FOR ANY THIRD PARTY CONDUCT, ACCIDENTS, DELAYS, HARM, OR OTHER DETRIMENTAL OR NEGATIVE OUTCOMES AS A RESULT OF YOUR ACCESS TO OR USE OF THE SERVICES OR PRODUCTS.

Our Services and Products are provided for educational and informational use only. You understand and agree that Big Little Feelings is not a medical or mental healthcare provider, and that the Services and any Products or other information you access or learn from Big Little Feelings are not intended, designed, or implied to be medical or mental health advice, to diagnose, prevent, or treat any condition or disease, to ascertain the state of your or any other person's health, or to be a substitute for professional medical or mental healthcare. Any Products, information, and other Content Big Little Feelings makes available through the Services are intended to support the relationship between you and your healthcare providers and not replace it. Your use of the Services does not create or constitute a patient-psychotherapist relationship and agree you do not have an expectation of privacy regarding any information you share via the Services nor does Big Little Feelings does not have any confidentiality obligation with respect to any such information. Not all activities described on the Services are suitable for everyone. While we may reference certain results, outcomes, or situations, you understand and acknowledge that we make no guarantee as to the accuracy of any statements, third party or otherwise, contained in the Services, or that you will benefit from or have successful outcomes based on your implementation of the information and/or techniques provided through the Services and/or Products. You understand and agree that you are solely responsible for your use of the Services. We expressly disclaim any and all responsibility for any actions or omissions you choose to make as a result of using Services, Products, Content, and related materials. The limitations and disclaimers in this section do not purport to limit liability or alter your rights beyond what is permitted by applicable law. Big Little Feelings' liability shall be limited to the extent permitted by law. Big Little Feelings is based in the state of California in the United States. We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of the Content are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Third Party Disclaimer**

You acknowledge and agree that we are not liable for any defamatory, offensive, or illegal conduct of any other participant or user, including you.

### **Indemnification**

You agree at all times to defend, indemnify, and hold harmless Big Little Feelings, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs, and expenses, including legal fees and expenses, arising out of or related to your use of and access to the Services or Products, or your violation of these Terms. This defense and indemnification obligation will survive these Terms and your use of the Services.

### **Arbitration Agreement; Class Waiver; Jury Waiver**

If you and Big Little Feelings are unable to resolve a dispute or potential claim by means of good-faith negotiation, then you agree to resolve any such dispute through arbitration.

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY BECAUSE IT REQUIRES YOU AND BIG LITTLE FEELINGS TO AGREE TO RESOLVE ALL DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION, UNLESS OTHERWISE NOTED.

**Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Agreement, including the Terms, that cannot be resolved informally or in small claims court shall be resolved, to the extent permitted by applicable law, by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Big Little Feelings, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

**Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Big Little Feelings should be sent to: 11967 Nebraska Ave, #4, Los Angeles, CA 90025. Attention: Legal. After the Notice is received, you and Big Little Feelings may attempt to resolve the claim or dispute informally. If you and Big Little Feelings do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement

offer made by any party may not be disclosed to the public until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

**Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with the Terms. The AAA Consumer Arbitration Rules ("Arbitration Rules") governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than ten thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is ten thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in the city of Los Angeles, California, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**Additional Rules for Non-Appearance Based Arbitration.** If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration.

**Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Big Little Feelings, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Big Little Feelings.

**Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, excluding claims for injunctive or other equitable relief as set forth below. Arbitration procedures are typically more limited, more efficient, and less costly than court proceedings and are subject to very limited review by a court. If any litigation should arise between you and Big Little Feelings in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND BIG LITTLE FEELINGS WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

**Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

**Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Arbitration Agreement shall continue in full force and effect.

**Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Big Little Feelings.

**Small Claims Court.** Notwithstanding the foregoing, either you or Big Little Feelings may bring an individual action in small claims court.

**Equitable Relief.** Notwithstanding the foregoing, either party may seek equitable relief before a court of competent jurisdiction for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents or emergency equitable relief before a court of competent jurisdiction to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

### **Governing Law, Venue, and Jurisdiction**

To the extent the parties are permitted under these Terms to initiate litigation in court, both you and Big Little Feelings agree that all claims and disputes, including statutory claims and disputes, arising out of or relating to the

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Agreement, including the Terms, shall be governed in all respects by the law of the State of California, without regard to its conflict of law principles. You and Big Little Feelings hereby consent to submit to the jurisdiction of the federal and state courts sitting in the state of California for any actions, suits, or proceedings arising out of or relating to the Agreement, including the Terms, that are not subject to the Arbitration Agreement. YOU AND BIG LITTLE FEELINGS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED TO THE EXTENT PERMITTED BY LAW.

### Entire Agreement

The Terms, Privacy Policy, any other legal notices published by Big Little Feelings on the Services constitute the entire agreement between you and Big Little Feelings relating to the Services. If any provision of these Terms is deemed invalid by a court or body of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Big Little Feelings' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

### Contact

If you have any questions about any term of these Terms, please contact us at [hello@biglittlefeelings.com](mailto:hello@biglittlefeelings.com).


## Join the community

Real tips + real community + real parents

**TODDLER DISCIPLINE - USE RELATED CONSEQUENCES IN THE MOMENT**

**Example: Toddler hits sister with toy car**

AVOID	TRY
"You hit your sister with the car, no ice cream after dinner tonight."  <b>Later in the day - unrelated to undesired behavior</b>	"You're having a hard time playing with your car safely. I'm going to put the car away for now to keep everyone safe."  <b>In the moment - directly related to undesired behavior</b>

 **big little feelings**

